

1692e, while proscribing unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C.S. § 1692f.

Defendant, Global, violates the FDCPA if they fail to convey information required by FDCPA; even if Defendant, Global, conveys required information, they nonetheless violate FDCPA when they convey that information in confusing or contradictory fashion so as to cloud the required message with uncertainty.

This action seeks redress for the illegal practices of Defendant, Global, concerning the collection of debt, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et. seq. ("FDCPA").

This action also seeks redress for the illegal practices of Defendants, Global and Capital One, concerning Breach of Contract.

Defendants' mistreatment of Plaintiff was in fact indiscriminate, occurring in the regular course of debt collection business whereby Plaintiff was treated in the same general manner as it treats other consumers who are the objects of its collection efforts.

Plaintiffs therefore seek hereby to recover actual, statutory, treble, and punitive damages on behalf of themselves individually, as well as declaratory and equitable relief on behalf of the class which they seek to represent, together with reasonable attorneys' fees and costs.

JURISDICTION

1. Jurisdiction of this Court attains pursuant to the FDCPA, 15 U.S.C. § 1692k(d), and the doctrine of pendent jurisdiction.

PARTIES

2. Plaintiff, Jason Wilson, is a natural person who resides in Garrettsville, Ohio, and is a "consumer" as defined by 15 U.S.C. § 1692a(3).

3. Plaintiff, Susan Miciolek, is a natural person who resides in Wilmington, North Carolina, and is a "consumer" as defined by U.S.C. § 1692a(3).

4. Plaintiff, Cory Akins, is a natural born person who resides in Clover, South Carolina, and is a "consumer" as defined by U.S.C. § 1692a(3).

5. Defendant, Global Credit & Collection, (hereafter, Global) is believed to be a New York corporation, the principal purpose of whose business is the collection of debts, operating a debt collection agency from its principal place of business at 300 International Drive, Suite 100, Williamsville, NY 14221, regularly collects or attempts to collect debts owed or due or asserted to be owed or due another, and is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

6. Defendant, Capital One Services, LLC, (hereafter, Capital One) at all times relevant hereto, is and was a corporation in the business of providing financial services nationwide, as well as collecting and reporting on debt incurred by those services, including but not limited to, the state of New York with a principal place of business located at 1680 Capital One Dr., Mc Lean, VA 22102.

FACTUAL ALLEGATIONS

7. Plaintiffs each entered into a debt settlement arrangement with Defendant, Global, on debts they allegedly owed to Defendant, Capital One.

8. Defendant, Global, informed each Plaintiff that it was authorized by Defendant, Capital One, to offer the Plaintiffs the ability to settle their accounts with Defendant, Capital One, for lesser money.

9. Plaintiffs each agreed to make monthly payments as set forth by Defendant, Global.

10. Each Plaintiff was fulfilling their contractual agreement.

11. During such time, Defendant, Global, accepted and did not return Plaintiffs payments.

12. Despite making payments as required by Defendant, Global, all Plaintiffs subsequently received notice before their settlement arrangement was complete that their accounts had been returned to Defendant, Capital One.

13. Defendant, Global, did not inform any of the Plaintiffs the reason their account was being returned to Defendant, Capital One.

14. Defendant, Capital One, has refused to honor the settlement agreement that was in place with the Plaintiffs.

15. Defendant, Global and Defendant, Capital One's, Breach of Contract was at no fault of the Plaintiffs.

16. Defendant, Capital One, has begun collection efforts again for each Plaintiff on their original full amount owed.

17. As a result of the foregoing harassing acts of Defendants, and in order to punish them for outrageous and unlawful conduct as well as to deter it from committing similar acts in the future as part of its debt collection efforts, Plaintiffs are entitled to recover punitive damages in an amount to be proven at trial.

CLASS ACTION

18. This action is maintained as a class action on behalf of the following described class: all consumers residing in the United States who, commencing one year before the date of filing of this *Complaint*, have been or will be the objects of the Defendants unlawful debt collection efforts as stated above.

19. This action is appropriately maintained as a class action as the class is so numerous that joinder of all members is impracticable, there are questions of law or fact common

to the class, the claims of the representative party are typical of the claims of the class, and the representative party will fairly and adequately protect the interests of the class; in addition, Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

20. Unless Defendants are enjoined and restrained from continuing the foregoing illegal practices, Plaintiffs and the class whom he represents will suffer substantial and irreparable injury for which they have no adequate remedy at law.

CAUSES OF ACTION

COUNT I

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT PLAINTIFFS V. GLOBAL CREDIT & COLLECTION CORP.

21. The foregoing paragraphs 1 through 19 are incorporated herein as if more fully set forth hereafter.

22. The foregoing acts and omissions of Defendant, Global, constitute violations of the FDCPA, including, but not limited to:

- a. §1692d: using conduct the natural consequence of which is to harass the Plaintiffs;
- b. §1692e: Any other false, deceptive or misleading representation or means in connection with debt collection
- c. §1692e(10): using false, deceptive means to collect an alleged debt;
- d. §1692f: Any unfair or unconscionable means to collect or attempt to collect a debt

23. Plaintiffs are entitled to recover actual damages, statutory damages, reasonable attorney's fees, and costs.

COUNT II
BREACH OF CONTRACT
PLAINTIFFS V. GLOBAL AND CAPITAL ONE

24. The above paragraphs are hereby incorporated herein by reference.

25. The facts set forth herein establish that there was a contractual relationship between the parties, whereby the Defendants, Global Credit and Capital One, promised to the Plaintiff the opportunity to participate in an agreed upon settlement. Plaintiffs accepted the invitation that was offered and agreed to participate in the settlement.

26. Plaintiffs fulfilled their contractual obligation by making payment timely.

27. Defendants, Global Credit and Capital One, failed to abide by the contract terms.

28. As a result of this conduct, the Plaintiffs have suffered damages and harm for which the Defendants are liable.

JURY DEMAND

Plaintiffs hereby demands trial by jury on all issues so triable.

WHEREFORE, Plaintiffs pray that this Honorable Court grant the following relief:

1. Enter an order certifying this action as a class action.
2. Enter injunctive and corresponding declaratory relief establishing the foregoing conduct of Defendants to be unlawful, enjoining Defendants from continuing to engage in said conduct, and granting such additional equitable relief as may be appropriate, including ordering Defendants to disgorge itself of all ill-gotten and illegal sums which it has collected as a result of its unlawful conduct.
3. Award actual damages.
4. Award punitive damages.
5. Award statutory damages.
6. Award treble damages.

7. Award reasonable attorney's fees.
8. Award costs.
9. Grant such other and further relief as it deems just and proper.

Respectfully submitted,

WARREN & VULLINGS, LLP

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BY:



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